

Plaintiffs' Exhibit 85

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF VIRGINIA
3 ALEXANDRIA DIVISION

-----X

4 UNITED STATES, et al.,

5 PLAINTIFF,

6 -against-

Case No.:

7 1:23-CV-00108-LMB-JFA

8 GOOGLE, LLC,

DEFENDANT.

9 -----X

10
11 DATE: September 20, 2023

12 TIME: 9:30 A.M.

13
14 VIDEOTAPED DEPOSITION of LARA STOTT,
15 taken by the Defendant, pursuant to a Court
16 Order, held via videoconference, before
17 Rivka Trop, a Notary Public of the State of
18 New York.

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23
24
25 Job No. CS6097892

<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 UNITED STATES DEPARTMENT OF JUSTICE</p> <p>4 Attorneys for the Plaintiff</p> <p>5 UNITED STATES, ET AL</p> <p>6 450 Fifth Street, N.W.</p> <p>7 Washington, D.C. 20530</p> <p>8 BY: KATHERINE CLEMONS, ESQ.</p> <p>9 -and-</p> <p>10 RACHEL ZWOLINSKI, ESQ.</p> <p>11 -and-</p> <p>12 ALVIN CHU, ESQ.</p> <p>13</p> <p>14 PAUL, WEISS, RIFKIND, WHARTON & GARRISON,</p> <p>15 LLP</p> <p>16 Attorneys for the Defendant</p> <p>17 GOOGLE, LLC</p> <p>18 2001 K Street, N.W.</p> <p>19 Washington, D.C. 20006</p> <p>20 BY: HEATHER MILLIGAN, ESQ.</p> <p>21 -and-</p> <p>22 MARTHA L. GOODMAN, ESQ.</p> <p>23</p> <p>24 ALSO PRESENT:</p> <p>25 ORSON BRAITHWAITE, Videographer</p> <p>CAPTAIN MICHAEL ELLIS</p> <p>* * *</p>	<p style="text-align: right;">Page 4</p> <p>1 MS. MILLIGAN: Heather Milligan</p> <p>2 from Paul, Weiss, Rifkind, Wharton &</p> <p>3 Garrison on behalf of Google. With me</p> <p>4 is my colleague, Martha Goodman.</p> <p>5 MS. CLEMONS: This is Katherine</p> <p>6 Clemons, with the Department of</p> <p>7 Justice, on behalf of the United States</p> <p>8 and the witness.</p> <p>9 MS. ZWOLINSKI: Rachel Zwolinski,</p> <p>10 on behalf of the United States.</p> <p>11 MR. CHU: Alvin Chu, on behalf of</p> <p>12 the United States.</p> <p>13 MR. ELLIS: Captain Michael Ellis,</p> <p>14 Air Force Recruiting Service.</p> <p>15 THE VIDEOGRAPHER: Will the court</p> <p>16 reporter, please, swear in the witness.</p> <p>17 L A R A S T O T T, called as a witness,</p> <p>18 having been first duly sworn by a Notary</p> <p>19 Public of the State of New York, was</p> <p>20 examined and testified as follows:</p> <p>21 EXAMINATION BY</p> <p>22 MS. MILLIGAN:</p> <p>23 Q. Please state your name for the</p> <p>24 record.</p> <p>25 A. Lara Stott.</p>
<p style="text-align: right;">Page 3</p> <p>1 THE VIDEOGRAPHER: Good morning we</p> <p>2 are going on the record at 9:39 a.m.,</p> <p>3 on September 20, 2023. Please note</p> <p>4 that the microphones are sensitive and</p> <p>5 may pick up whispering, private</p> <p>6 conversations, please mute your phones</p> <p>7 at this time. Audio and video</p> <p>8 recording will continue to take place</p> <p>9 unless all parties agree to go off the</p> <p>10 record.</p> <p>11 This is media unit 1 of the</p> <p>12 deposition Ms. Lara Stott in the matter</p> <p>13 of United States et al. versus Google,</p> <p>14 LLC, founded in the United States</p> <p>15 District Court, Eastern District of</p> <p>16 Virginia, Alexandria Division, Case No.</p> <p>17 1:23-CV-00108-LMB-JFA.</p> <p>18 My name is Orson Braithwaite from</p> <p>19 Veritext Legal Solutions, and I am the</p> <p>20 videographer.</p> <p>21 The court reporter is Rivka Trop</p> <p>22 from the firm Veritext Legal Solutions.</p> <p>23 Counsel will now state their</p> <p>24 appearances and affiliated for the</p> <p>25 record.</p>	<p style="text-align: right;">Page 5</p> <p>1 Q. Good morning, Ms. Stott. We met</p> <p>2 the other day.</p> <p>3 Just for the record, my name is</p> <p>4 Heather Milligan, and I represent Google.</p> <p>5 You are the senior strategic adviser for</p> <p>6 marketing to the commander at Air Force</p> <p>7 Recruiting Service, is that right?</p> <p>8 A. Yes.</p> <p>9 Q. Do you understand that you are</p> <p>10 testifying today as a corporate</p> <p>11 representative of the Air Force?</p> <p>12 A. I do.</p> <p>13 Q. In preparing for your testimony</p> <p>14 today, did you review the overarching</p> <p>15 contract between the Air Force and GSD&M?</p> <p>16 A. Yes, I did.</p> <p>17 MS. MILLIGAN: Can we go off the</p> <p>18 record for just a minute.</p> <p>19 THE VIDEOGRAPHER: The time is</p> <p>20 9:41 a.m. We are off the record.</p> <p>21 (Whereupon, an off-the-record</p> <p>22 discussion was held.)</p> <p>23 THE VIDEOGRAPHER: The time is</p> <p>24 9:43 a.m., we are on the record.</p> <p>25 Q. Ms. Stott, what is GSD&M?</p>

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<p style="text-align: right;">Page 14</p> <p>1 they are referring to all of the various</p> <p>2 components that are covered under this task</p> <p>3 order, which include regular Air Force, Air</p> <p>4 Force Reserve, International Guard and Space</p> <p>5 Force.</p> <p>6 Q. And in the second sentence that</p> <p>7 begins, "Upon approval of the plan," who</p> <p>8 approved the plans?</p> <p>9 A. GSD&M presents those plans to not</p> <p>10 only the contracting officer representative,</p> <p>11 but the program manager, Mr. Dickey. And</p> <p>12 Air Force Recruiting Service, the marketing</p> <p>13 division, will provide approval of the plan.</p> <p>14 Q. And then once the plan has been</p> <p>15 approved it says, "The contractor shall</p> <p>16 execute the buy and traffic advertising</p> <p>17 materials."</p> <p>18 What does it mean "to execute the</p> <p>19 buy"?</p> <p>20 A. It means exactly what it says.</p> <p>21 Once the Air Force has directed the</p> <p>22 contractor to execute a buy on behalf of the</p> <p>23 Air Force, then the contractor will actually</p> <p>24 purchase the advertising, whatever channel</p> <p>25 or platform was approved and then actually</p>	<p style="text-align: right;">Page 16</p> <p>1 Google is a single vendor, but Google offers</p> <p>2 multiple platforms for advertising.</p> <p>3 Q. Is DV360 an example of a Google</p> <p>4 platform?</p> <p>5 A. Yes.</p> <p>6 Q. Just going back to your answer on</p> <p>7 what happens after the plan is approved, so</p> <p>8 after the plan is approved, if purchases</p> <p>9 were made on DV360 -- sorry, strike that.</p> <p>10 After the plan is approved,</p> <p>11 pursuant to your answer, GSD&M would</p> <p>12 purchase advertising via DV360?</p> <p>13 MS. CLEMONS: Objection to form.</p> <p>14 A. If DV360 was in a plan and that</p> <p>15 plan was approved, then what would happen is</p> <p>16 GSD&M would submit what is called an AIR</p> <p>17 which is an advertising and instruction</p> <p>18 record. That AIR would list out DV360 as</p> <p>19 one of the platforms that they would be</p> <p>20 purchasing as well as include the cost of</p> <p>21 it. Then once they have approval on that</p> <p>22 AIR from the primary COR, which is Carl</p> <p>23 Taylor, then they would execute that buy,</p> <p>24 yes.</p> <p>25 Q. So GSD&M would execute that buy</p>
<p style="text-align: right;">Page 15</p> <p>1 send the advertising materials to the</p> <p>2 platform or the vendor, I guess in this</p> <p>3 instance, that need to be used for those</p> <p>4 specific ad placements.</p> <p>5 Q. And in the answer you just gave,</p> <p>6 you used the term "channel." What are</p> <p>7 examples of channels?</p> <p>8 MS. CLEMONS: Objection to form.</p> <p>9 A. We refer to channels as everything</p> <p>10 from a paid social, on-line video, basically</p> <p>11 the type of media that it is as opposed to</p> <p>12 the specific platform that it is going to be</p> <p>13 on.</p> <p>14 Q. Okay.</p> <p>15 And when you say specific</p> <p>16 platform, what are examples of a specific</p> <p>17 platform?</p> <p>18 A. That would be more like Hulu or</p> <p>19 Google or Facebook, you know, the actual</p> <p>20 platforms we were executing the buys with.</p> <p>21 Q. When you mentioned Google, do you</p> <p>22 consider Google a single platform?</p> <p>23 MS. CLEMONS: Objection to form.</p> <p>24 A. There are multiple platforms</p> <p>25 within Google that we use. So I would say</p>	<p style="text-align: right;">Page 17</p> <p>1 directly with DV360 in that instance?</p> <p>2 MS. CLEMONS: Objection to form.</p> <p>3 A. They would execute the buy at the</p> <p>4 approval of the Air Force and on behalf of</p> <p>5 the Air Force, yes.</p> <p>6 Q. With DV360?</p> <p>7 A. They would execute whatever media</p> <p>8 buys had been approved in that media plan,</p> <p>9 approved in the AIR, and then they would</p> <p>10 execute that with whichever vendor it was,</p> <p>11 DV360 included, on behalf of the U.S. Air</p> <p>12 Force, yes.</p> <p>13 Q. Does GSD&M do the purchasing or</p> <p>14 does a subcontractor do the purchasing?</p> <p>15 MS. CLEMONS: Objection to form.</p> <p>16 A. If in the approved media plan it</p> <p>17 says DV360, then GSD&M is authorized by the</p> <p>18 Air Force to go purchase from DV360. If</p> <p>19 they were going to use a different vendor</p> <p>20 for that, then the different vendor would be</p> <p>21 in the plan, would have to be approved in</p> <p>22 the plan, would then have to be AIRed and</p> <p>23 approved in the AIR.</p> <p>24 Q. But in my example, it was DV360?</p> <p>25 A. DV360 is a media platform. And if</p>

5 (Pages 14 - 17)

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<p style="text-align: right;">Page 18</p> <p>1 DV360 is approved in the media plan by the</p> <p>2 COR and by the marketing division, then</p> <p>3 GSD&M would submit an AIR, we would approve</p> <p>4 the AIR. And if it says DV360 in the AIR,</p> <p>5 then GSD&M would be authorized on behalf of</p> <p>6 the Air Force to go purchase media with</p> <p>7 DV360.</p> <p>8 Q. But is it GSD&M who makes the</p> <p>9 purchase or is it a subcontractor of GSD&M</p> <p>10 who makes the purchase?</p> <p>11 MS. CLEMONS: Objection to form.</p> <p>12 A. So it is in the media plan --</p> <p>13 Q. I understand?</p> <p>14 A. Well, but that is the answer. So</p> <p>15 if it is in the approved media plan that it</p> <p>16 is going to be DV360, then GSD&M puts in the</p> <p>17 AIR that says it is going to be DV360. Then</p> <p>18 the Air Force is approving for GSD&M to go</p> <p>19 spend with DV360 on behalf of the Air Force.</p> <p>20 If GSD&M was going to be using a different</p> <p>21 vendor to do something else, then GSD&M</p> <p>22 would have to have that other vendor in the</p> <p>23 plans, it would have to be approved, it</p> <p>24 would have to be approved in the AIR and</p> <p>25 then the Air Force would direct them to use</p>	<p style="text-align: right;">Page 20</p> <p>1 A. If GSD&M has DV360 in the plan and</p> <p>2 DV360 in the AIR, and that's what the Air</p> <p>3 Force has approved, then that is what GSD&M</p> <p>4 is authorized to purchase on behalf of the</p> <p>5 Air Force.</p> <p>6 Q. Turning to section 2.7. It says</p> <p>7 "The contractor shall execute post-buy</p> <p>8 analyses to compare actual delivery with</p> <p>9 pre-buy estimates. In the case of under</p> <p>10 delivery, the contractor shall negotiate the</p> <p>11 strongest possible make-good positions for</p> <p>12 AFRS with media owners."</p> <p>13 Do you see that?</p> <p>14 A. I do.</p> <p>15 Q. What does it mean to negotiate a</p> <p>16 make-good position?</p> <p>17 A. So when the contractor is</p> <p>18 negotiating with any media buy, typically</p> <p>19 they are going and buying a certain number</p> <p>20 of impressions or certain number of clicks</p> <p>21 or certain number of fill-in-the-blanks.</p> <p>22 When the vendor under delivers on</p> <p>23 that number, then the contractor will work</p> <p>24 with that vendor to come up with a</p> <p>25 recommendation as to how the vendor makes</p>
<p style="text-align: right;">Page 19</p> <p>1 that other vendor on behalf of the Air</p> <p>2 Force.</p> <p>3 Q. Does the Air Force know whether</p> <p>4 GSD&M uses a subcontractor to purchase</p> <p>5 DV360?</p> <p>6 MS. CLEMONS: Objection to form.</p> <p>7 A. I really don't know how to say</p> <p>8 this any more clearly. GSD&M puts in a</p> <p>9 media plan, what they are going to purchase.</p> <p>10 That would include who they are purchasing</p> <p>11 it from. So if GSD&M was using a different</p> <p>12 vendor to purchase any kind of media, that</p> <p>13 vendor would be in the media plan. That</p> <p>14 vendor would also be in the AIR. It would</p> <p>15 have to be approved in the media plan and in</p> <p>16 the AIR for GSD&M then to work with that</p> <p>17 vendor on behalf of the Air Force.</p> <p>18 Q. I understand.</p> <p>19 So if GSD&M does not identify</p> <p>20 another vendor or contractor in that</p> <p>21 instance, that means that GSD&M is not using</p> <p>22 another vendor or subcontractor to purchase</p> <p>23 DV360, they are purchasing DV360 from</p> <p>24 Google?</p> <p>25 MS. CLEMONS: Objection to form.</p>	<p style="text-align: right;">Page 21</p> <p>1 good on the rest of the delivery that has</p> <p>2 been guaranteed in the original purchase.</p> <p>3 That make-good plan will then be presented</p> <p>4 back to the Air Force. The Air Force will</p> <p>5 approve or disapprove of that plan.</p> <p>6 But assuming that they approve it,</p> <p>7 then GSD&M is then authorized to go execute</p> <p>8 that make-good on behalf of the Air Force.</p> <p>9 That would probably also require a</p> <p>10 revised AIR be submitted with that. And</p> <p>11 then they would have that second level</p> <p>12 approval also through the primary</p> <p>13 contracting officer -- I am sorry,</p> <p>14 contracting officer representative, COR.</p> <p>15 Q. You said that would probably also</p> <p>16 require a revised AIR, do you know sitting</p> <p>17 here today whether it would?</p> <p>18 A. I didn't actually ask that</p> <p>19 question of the contracting officer, but I</p> <p>20 am assuming that it would, yes.</p> <p>21 Q. What is that assumption based on?</p> <p>22 A. Because we have to give GSD&M</p> <p>23 permission basically to execute anything on</p> <p>24 our behalf. And a make-good, even though no</p> <p>25 additional funding is involved, it does</p>

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<p style="text-align: right;">Page 22</p> <p>1 change the delivery of that already 2 purchased number of impressions or number of 3 clicks or, again, whatever it is that we 4 have purchased for that particular ad buy. 5 Therefore that is changing the contract 6 terms of the delivery, and therefore it 7 needs approval of the Air Force before it is 8 executed. 9 Q. If you turn to section 5, it is on 10 the next page. 11 Sort of the fourth line down says, 12 "The contractor shall clarify scheduled 13 media actually ran and obtain make-goods on 14 media that did not run or did not run with 15 proper placement. The contractor shall 16 produce monthly cost variance reports (ETC 17 reporting) between estimated costs and 18 actual costs and provide to the government 19 program manager (PM) and/or the COR." 20 Do you see that? 21 A. I do. 22 Q. What is that monthly cost variance 23 report? 24 A. So ETC means estimated to 25 completion. And that is basically -- well,</p>	<p style="text-align: right;">Page 24</p> <p>1 Q. Did you review any of those 2 reports in preparation for this deposition? 3 A. I did not, no. 4 Q. Do you know whether those were 5 collected and produced to Google as part of 6 this litigation? 7 MS. CLEMONS: Objection to form. 8 A. I don't, no. 9 Q. Turning to the next page, under 10 section 6.2, about halfway down there is a 11 sentence that starts with "should any 12 benchmark"? 13 A. Okay. 14 Q. And it reads "Should any benchmark 15 or KPI not be achieved during any reporting 16 period, the contractor shall provide 17 recommended optimizations as well as the 18 rational for the recommendations." 19 What is a recommended 20 optimization? 21 A. I actually kind of referenced this 22 before. So if for some reason they are 23 below a benchmark or below that number of 24 impressions, this kind of goes back to 25 make-goods. So if for example, if we are</p>
<p style="text-align: right;">Page 23</p> <p>1 a cost variance report is we estimated we 2 were going to spend X amount, but in reality 3 we spent this amount. It would coincide 4 with the actual delivery of the media. So 5 we estimated we would get a million 6 impressions, the actual delivery was a 7 million 1,000 impressions. 8 Q. So in that example GSD&M is 9 telling you that it spent more than it had 10 estimated? 11 MS. CLEMONS: Objection to form. 12 A. Not necessarily. It would say in 13 the actual report what they spent versus 14 what -- I am sorry, what they estimated they 15 would spend versus what was actually spent. 16 There are multiple reasons as to 17 why they would spend slightly less or 18 slightly more. 19 Q. Has the Air Force ever received a 20 monthly cost variance report from GSD&M? 21 MS. CLEMONS: Objection to form. 22 A. The Air Force receives monthly 23 cost variance reports on a monthly basis. 24 Q. From GSD&M? 25 A. Yes.</p>	<p style="text-align: right;">Page 25</p> <p>1 running television advertising and for some 2 reason an ad didn't run because there was a 3 weather break-in or something like that, 4 what we are saying is that the contractor 5 needs to go back and provide recommendations 6 as to how that make-good would happen, or it 7 in the case of an optimization, they might 8 slightly change the targeting or the -- the 9 audience targeting or something along those 10 lines or maybe one of the affinities that we 11 are trying to reach for in order to achieve 12 whatever that specific KPI is. 13 Q. Why is it important for the 14 contractor to recommend optimizations? 15 MS. CLEMONS: Objection to form, 16 foundation. 17 A. As part of the contract, once the 18 contractor presents an approved media plan 19 and says how many estimated impressions, 20 let's use in this example, that they are 21 going to achieve, they are then 22 contractually required to deliver that 23 number of impressions. So if for some 24 reason, whatever targeting parameters that 25 we are using or if a channel is</p>

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<p style="text-align: right;">Page 26</p> <p>1 underperforming, the contractor still owes 2 the government that number of impressions. 3 So they will recommend optimizations in 4 order to achieve those contracted number of 5 impressions. But again, all of that has to 6 be approved within a media plan by the COR 7 and by the marketing division in order for 8 the contractor to then execute that on 9 behalf of the Air Force. 10 Q. If the channel is underperforming, 11 what kind of optimization recommendation 12 would you want to see from GSD&M? 13 MS. CLEMONS: Objection to form, 14 foundation. 15 A. It would really depend on what the 16 explanation is for the underperformance. If 17 it is something as simple as we need to 18 tweak the targeting, that would be one route 19 to go. You know, they could also recommend 20 a change to the creative that is running in 21 the channel. I think they have a lot of 22 options. But based off of their experience, 23 they will make that recommendation. But 24 again, that's only at the approval of the 25 COR and the marketing division that they are</p>	<p style="text-align: right;">Page 28</p> <p>1 a best practice. 2 MS. MILLIGAN: I am marking as 3 Exhibit 129 a document bearing Bates 4 USAF-ADS-000077-1565. 5 (Whereupon, a document bearing 6 Bates USAF-ADS-000077-1565 was marked 7 Stott Exhibit 129 for identification as 8 of this date.) 9 Q. Ms. Stott, in preparation for this 10 deposition, did you have the occasion to 11 review any invoices from GSD&M to Air Force? 12 A. Yes, I did. 13 Q. Is Exhibit 49 such an invoice, 14 sorry, Exhibit 129? 15 A. Yes, this is the cover of an 16 invoice, yes. 17 Q. So this is an invoice sent from 18 GSD&M, just I am looking at the first page 19 here, to AFRS, Air Force Recruiting Service, 20 RSM, which is Recruiting Service Marketing, 21 to the attention of Captain Rico Lane; is 22 that right? 23 A. Correct. 24 Q. GSD&M is seeking payments for the 25 amount \$21,058 and 54 cents; is that right?</p>
<p style="text-align: right;">Page 27</p> <p>1 actually allowed to make those changes on 2 behalf of the Air Force. 3 Q. Has GSD&M ever recommended as an 4 optimization shifting spend from one channel 5 to another? 6 MS. CLEMONS: Objection to form. 7 A. I am trying to think of some 8 examples of when that has happened. I am 9 sure over the course of the contract that 10 they have, but no specific example is coming 11 to my mind right at this moment. 12 I just came up with one, sorry. 13 When we were looking to place an 14 ad in front of the Top Gun Maverick movie, 15 the Top Gun Maverick movie kept getting 16 delayed and getting delayed in its release 17 day, so we had to reallocate those funds to 18 a different channel in order to spend the 19 money in the current fiscal year. 20 Q. Was the AIR process that you 21 described earlier in place the entire time 22 period of January of 2019 to 2023? 23 MS. CLEMONS: Objection to form. 24 A. Yes, it is. And I know that 25 because it was held up in the audit as being</p>	<p style="text-align: right;">Page 29</p> <p>1 A. That's what it says, yes. 2 Q. You could just turn to the second 3 page, please. Do you see where it says 4 Google double click? 5 A. I do. 6 Q. And there are a series of fees 7 under that, do you see that? 8 A. Yes. 9 Q. What are the fees for? 10 A. That is the actual, those are the 11 costs of the actual media buy is my 12 understanding. 13 Q. Under Google programmatic, there 14 are line items for display. 15 What are those costs and credits 16 for? 17 A. That would be the cost of the 18 programmatic display that was placed for 19 those months. 20 Q. And then there is Google search, 21 and under Google search on the next page 22 there is Google ad serving and a series of 23 fees. 24 What are those fees for? 25 MS. CLEMONS: Objection to form.</p>

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<p style="text-align: right;">Page 58</p> <p>1 A. No, I can't confirm that for every 2 single invoice. I can only speak to what 3 the process is supposed to be. In fact, our 4 current contracting officer, Ms. Hatch, only 5 came on, as I stated, I think it was late 6 spring, early summer of 2021. And she would 7 not be able to confirm that either. 8 MS. CLEMONS: That's all the 9 questions that we have. 10 MS. MILLIGAN: Nothing further. 11 THE VIDEOGRAPHER: The time is 12 12:06 p.m. We are off the record. 13 (Whereupon, an off-the-record 14 discussion was held.) 15 THE VIDEOGRAPHER: The time is 16 12:07 p.m. we are on the record. 17 MS. MILLIGAN: What is the total 18 time on the record? 19 THE VIDEOGRAPHER: One hour and 30 20 minutes. 21 MS. MILLIGAN: And three minutes 22 of those counted for plaintiff? 23 MS. CLEMONS: Yes, the United 24 States agrees that those three minutes 25 will not count towards defendant's 14</p>	<p style="text-align: right;">Page 60</p> <p>1 D E C L A R A T I O N 2 3 I hereby certify that having been first 4 duly sworn to testify to the truth, I gave 5 the above testimony. 6 7 I FURTHER CERTIFY that the foregoing 8 transcript is a true and correct transcript 9 of the testimony given by me at the time and 10 place specified hereinbefore. 11 12 13 14 _____ 15 LARA STOTT 16 17 Subscribed and sworn to before me 18 this ____ day of _____ 20____. 19 20 21 _____ 22 NOTARY PUBLIC 23 24 25</p>
<p style="text-align: right;">Page 59</p> <p>1 hours of 30(b)(6) time. 2 THE VIDEOGRAPHER: The time is 3 12:07 p.m. We are off the record. 4 (Whereupon, at 12:07 P.M., the 5 Examination of this witness was 6 concluded.) 7 8 o o o o 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 61</p> <p>1 I N D E X 2 3 EXAMINATION BY PAGE 4 MS. MILLIGAN 4 5 MS. CLEMONS 57 6 E X H I B I T S 7 STOTT EXHIBITS 8 9 EXHIBIT EXHIBIT 10 LETTER DESCRIPTION PAGE 11 12 126 Document bearing Bates 6 USAF-ADS-000041-6385 13 14 127 Document bearing Bates 7 USAF-ADS-000077-1834 15 128 Document bearing Bates 12 USAF-ADS-000061-8109 16 17 129 Document bearing Bates 28 USAF-ADS-000077-1565 18 130 Document bearing Bates 38 USAF-ADS-000077-1759 19 20 131 Document Bates No. 44 USAF-ADS-0000013224 21 133 Document bearing Bates 46 USAF-ADS-000084-8189 22 23 132 Document bearing Bates 51 USAF-ADS-0000771515 24 134 Notes 56 25</p>

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1 CERTIFICATE

2

3 STATE OF NEW YORK)

: SS.:

4 COUNTY OF QUEENS)

5

6 I, RIVKA TROP, a Notary Public for and
7 within the State of New York, do hereby
8 certify:

9 That the witness whose examination is
10 hereinbefore set forth was duly sworn and
11 that such examination is a true record of
12 the testimony given by that witness.

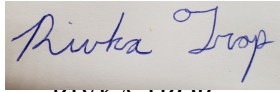
13 I further certify that I am not related
14 to any of the parties to this action by
15 blood or by marriage and that I am in no way
16 interested in the outcome of this matter.

17 IN WITNESS WHEREOF, I have hereunto set
18 my hand this 20th day of September, 2023.

19

20

21



22

RIVKA TROP

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